

# **Article 1. Amazon/Royal Mail Online Postage Terms and Conditions**

## **Section 1.01 Terms and conditions governing the purchase of postage online through Amazon**

This Agreement is between you and Royal Mail Group Limited and governs your use of Royal Mail Online Postage (as defined in clause 1 below). Amazon Services Europe SARL acts as our agent only in connection with the provision of these postal services to you. We recommend that you print out this Agreement for future reference.

The postal services that can be requested through Royal Mail Online Postage are governed by the Successor Postal Services Company Inland Letter Post Scheme 2001, Successor Postal Services Company Overseas Letter Post Scheme 2001, Successor Postal Services Company Inland Parcel Post Scheme 2001 and the Successor Postal Services Company Overseas Parcel Post Scheme 2001 issued under section 89 of the Postal Services Act 2000 ('**Schemes**').

The full list of available postal services (which is subject to variation, addition and/or deletion at Royal Mail's option) is as follows:

- Royal Mail Services
- Royal Mail 1st Class Stamps
- Royal Mail Signed For™ 1st Class Stamps
- Special Delivery Guaranteed by 1 pm™
- Royal Mail 2nd Class Stamps
- Royal Mail Signed For™ 2nd Class Stamps

Some of the postal services may also have additional terms and conditions, the terms of which will be presented to you when you request the postal services concerned.

The Schemes and additional terms and conditions are referred to in this Agreement as the Postal Services Terms and are not excluded or limited by this Agreement. Such other services and corresponding terms and conditions can be found on the following link:  
<http://www.royalmail.com/terms-and-conditions>

If you have purchased a Royal Mail service then you must print or attach a Postage Label on or to an Item so that the Postage Mark is at the top right hand corner on the front of the Item (unless specified otherwise). If you print or attach a Postage Label anywhere else on the Item, the Item may not be delivered or its delivery may be delayed (see clauses 6 and 18).

Clauses 31 to 34 contain important provisions about our liability to you in relation to Royal Mail's Online Postage. Please read them carefully.

Please note:

- You can only purchase Postage Labels for postal services that are supported by Royal Mail Online Postage.
- You cannot purchase Postage Labels unless the computer from which you are using Royal Mail Online Postage is connected to the Internet.
- For Royal Mail Services, a Postage Label will expire at 11.59 p.m. on the Working Day after its purchase. A Postage Label will expire even if it has been downloaded and/or printed. This means that an Item must be posted by no later than the "Post by" date stated on the Postage Label. You may, however, claim a refund on any expired Postage label (even if the label has been downloaded and/or printed) where permitted by clause 5 below, and provided that the Postage Label has not been used to post an Item.
- By using Royal Mail Online Postage, you agree to the capture and use of your data by Royal Mail in accordance with the terms laid out in our [Privacy Policy](#).

Royal Mail Group's VAT registration number is GB243170002.

Royal Mail Group Limited is a company registered in England and Wales, number 4138203, registered office 100 Victoria Embankment, London, EC4Y 0HQ.

Royal Mail is a registered trademark of Royal Mail Group Limited.

If you have questions or encounter difficulties using the Royal Mail Online Postage Website or with the Royal Mail services which you order using the Royal Mail Online Postage Website, please contact Amazon Seller Support using the 'Contact Us' button found on every Amazon seller help page.

#### **(a) Definitions**

1 In this Agreement, unless the context requires otherwise:

**Agreement** means this agreement between us and you governing your usage of Royal Mail Online Postage;

**Cancellation Period** means the period of fourteen (14) calendar days beginning with the day after the day on which the purchase of the relevant Postage Label was made;

**Consumer** means an individual acting for purposes which do not relate to their trade, business, craft or profession;

**Group** means us and the following for the time being: our Subsidiaries, and our Holding Companies and their Subsidiaries (and Subsidiary and Holding Company shall have the meanings given in section 1159 of the Companies Act 2006);

**Item** means a mail piece on or to which a Postage Label is printed or attached;

**Royal Mail's Online Postage** means all aspects of the Royal Mail Online Postage service and system provided via the Amazon website <https://sellercentral.amazon.co.uk/> other than your hardware, including the Online Postage server software and the trade mark Online Postage;

**Royal Mail Online Postage Website** means the functionality which allows users to print and purchase labels from within the Amazon website <https://sellercentral.amazon.co.uk/>;

**Postage Label** means a postage label created by Royal Mail Online Postage that indicates, among other things, the amount of postage paid or the weight (or size and weight where applicable) on an Item and the address of the recipient of the Item and that may indicate the address of the sender of the Item;

**Postage Mark** means a postage mark included in a Postage Label that indicates, among other things, the amount of postage paid on an Item;

**We** means Royal Mail Group Limited, and us and our have corresponding meanings;

**Working Day** means any day which is not a Saturday, a Sunday or a bank or public holiday in the United Kingdom.

**(b) Forming a binding agreement with us**

2 Set out below is a summary of the steps you will need to follow to enter into a legally binding agreement with us for the purchase of postal services using Royal Mail Online Postage.

- Step 1: You can sign up to Royal Mail Online Postage by using the Royal Mail Online Postage Website to purchase postal services. All relevant terms and conditions covering your use of the Royal Mail Online Postage Website are contained in links on the Buy Shipping Service page.
- Step 2: You will then be given the opportunity to submit an order for postal services by clicking on the Buy shipping services button.
- Step 3: The purchase of postal services is deemed to be complete and a legally binding agreement will have been formed between us when you have clicked on the Buy shipping services button confirming the details you have entered about the postal services you wish to order and payment for your order has been successfully processed.

**(c) Payment**

3 Payment for the postal services will be taken from your Amazon account.

**(d) Postage Labels**

4 Each Postage Label will expire at 11.59 p.m. on the working day after its purchase. A Postage Label will expire even if it has been downloaded and/or printed. This means that an Item must be posted by no later than the "Post by" date stated on the Postage Label.

5 If you have not used or no longer need a Postage Label, you may get a refund (even if the Postage Label has been downloaded and/or printed) by viewing your purchased item via your transaction history, and clicking on the Refund Label / Cancel Postage button. Refunds must be requested by the end of 10 weeks starting from the day of purchase. No refunds will be provided after this period has expired. We will refund the value of the

Postage Label to your Amazon account within a period not exceeding 14 days beginning with the day after the day on which the notice of cancellation was given. If you are a Consumer, this right of cancellation is in addition to, and does not affect, your statutory rights.

**6 For Royal Mail Services you must:**

- only print or attach a Postage Label on or to an Item so that the Postage Mark is placed in the top right hand corner on the front of the Item, unless specified otherwise. If you print or attach a Postage Label anywhere else on the Item, the Item may not be delivered or its delivery may be delayed;
- ensure that the amount of postage attached to the Item is sufficient to cover the weight and the size (e.g. Large Letter) of the Item to be posted; and
- only reprint a label when your original label has failed to print correctly first time round. The level of reprints and refunds requested will be monitored by Royal Mail.

**7** A Postage Label may not be sold by you to anyone else for their use.

**8** Your purchase of Royal Mail postal services will not entitle you to discounts on any goods or services supplied by us.

**(f) Your statutory cancellation rights**

**9** Please note that the cancellation rights outlined in clauses 10 to 14 will only apply to you if you are purchasing postal services via Royal Mail Online Postage Website as a Consumer.

**10** If you are a Consumer, you may have a right to cancel your purchase of postal services made via Royal Mail Online Postage Website within the Cancellation Period without giving us any reason for doing so.

**11** However, you will not have any right to cancel your purchase if you have used the corresponding Postage Label to post an Item, or if We have refused the relevant Item for posting as set out in clause 18 below.

**12** Subject to clause 11, you may cancel your purchase of postal services by giving notice to us during the Cancellation Period.

**13** The easiest way of giving us notice of cancellation is electronically through the Amazon Seller Central Website. You may also use the Cancellation Form set out at Appendix 1, or send your request in writing by post to Amazon (who will process your cancellation on our behalf) at Patriot Court, 1-9 The Grove, Slough SL1 1QP or by email by visiting <https://www.amazon.co.uk/gp/help/customer/contact-us>. If you are contacting Amazon by post or email, please make sure that you give Amazon sufficient details to be able to identify your purchase including your full name, your order reference number and order date.

- 14 We will refund the value of the Postage Label to your Amazon account within a period not exceeding 14 days beginning with the day after the day on which the notice of cancellation was given. To assist you in getting a refund, We recommend you keep the Item on or to which any cancelled Postage Label is printed or attached.
- 15 We will carry out the services you purchase using Royal Mail Online Postage with reasonable skill and care. If you are a Consumer, you have legal rights in relation to services that are not performed with reasonable skill and care and/or not as described. These legal rights are not affected by any terms of this Agreement. For advice about your rights please contact your local Trading Standards department or Citizens Advice Bureau.

**(g) Complaints**

- 16 If you wish to make a complaint, please contact Amazon Seller Support using the 'Contact Us' button found on every Amazon seller help page.

**(h) Hardware**

- 17 For the avoidance of doubt, We are not responsible for the functionality or performance of the hardware you use to use Royal Mail Online Postage and will not supply, maintain or support such hardware. In particular, We are not responsible for the quality of reproduction of a Postage Label on an Item to the extent that the quality is affected by your hardware.

**(i) Discretion to refuse Items for posting**

- 18 We reserve the right to refuse an Item for posting if:
- (a) the Postage Label on the Item has expired;
  - (b) the Postage Label on the Item is of an insufficient value for the postal service requested for it;
  - (c) you have cancelled your purchase of the postal services to which the Postage Label you have used on the Item relates;
  - (d) the Postage Label on the Item is a duplicate of a Postage Label that has already been used on another Item;
  - (e) the Postage Label on the Item is obscured, defaced, incomplete or otherwise unreadable or invalid; or
  - (f) the Postage Label is not positioned so that the Postage Mark is placed in the top right hand corner on the front of the Item, unless specified otherwise.

**(j) Rights in Online Postage and Postage Labels**

- 19 All intellectual property and other rights in Postage Labels including, without limitation, in the design, layout and format of Postage Labels, belong to, and will remain with, Royal Mail Group and our third party licensors. All rights are reserved.

20 If any third party claims that your use of Royal Mail Online Postage infringes any intellectual property or other right you must notify us immediately and, subject to reimbursement of your reasonable costs, give us and our third party licensors such assistance as We or our third party licensors reasonably require to defend or reduce the scope of the claim. If requested by us or our third party licensors, you must immediately hand over control of the defence of the claim to us or them.

**(k) Your information**

21 For fraud prevention purposes, Royal Mail may work with Amazon to monitor the volume and types of postal services you request through Royal Mail Online Postage.

**(l) Termination of Agreement and suspension of your access to Royal Mail's Online Postage**

22 Royal Mail may terminate this Agreement and your use of Royal Mail's Online Postage immediately by notifying you in writing (including by email) if:

(a) we believe you have mailed or attempted to mail an Item of a type referred to in any of paragraphs (a) to (f) inclusive of clause 18; or

(b) you commit any other material breach of this Agreement or the Postal Services Terms.

23 In addition to the termination rights set out in clause 22 above, Royal Mail will have absolute discretion to suspend or terminate this Agreement and your use of Royal Mail's Online Postage at any time if we suspect that you have committed a fraudulent act whilst using Royal Mail's Online Postage or have used Royal Mail's Online Postage for any other dishonest or immoral purpose.

24 Without limiting clause 23, Royal Mail in consultation with Amazon may also suspend your access to Royal Mail's Online Postage for up to 28 days if We believe any of the events in clauses 22 (a) or (b) may have occurred.

**(m) Security**

25 You are responsible for the security of the password that allows you to access Royal Mail's Online Postage and purchase Postage Labels. Unless We have negligently or wrongfully disclosed your password to a third party, We will not be liable in relation to any unauthorised transaction entered into using Royal Mail's Online Postage under your user name and password.

26 Any dishonest act to evade full and proper payment for postage may, if proven, constitute an offence under Section 11 of the Fraud Act 2006.

27 Any attempt to use reprinted or cancelled Postage Labels, in addition to the original Postage Label purchased, may be considered a criminal offence.

28 We use revenue protection tools and techniques to detect such offences and to prosecute offenders.

(n) **Postal Services Terms**

29 Nothing in this Agreement excludes or limits your rights or obligations under the Postal Services Terms or terms formally agreed by You with Amazon.

30 Your entitlement or otherwise to compensation for lost, damaged or delayed Items is subject to the provisions of the Postal Services Terms.

(o) **Exclusion of liability**

31 To the fullest extent permitted by law, and except as expressly set out in this Agreement, We exclude all representations and warranties relating to our provision to you of Royal Mail Online Postage.

32 With the exception of any compensation entitlement referred to in clause 34 , our total aggregate liability to you under or in relation to this Agreement including (but not limited to) liability for breach of any term or terms of this Agreement, whether express or implied, and tort (including but not limited to negligence) is limited to £1,000.

33 Notwithstanding clause 32, to the fullest extent permitted by law We exclude all liability to you for any:

- (a) loss of business;
- (b) loss of goodwill;
- (c) loss of data;
- (d) loss of opportunity;
- (e) loss of profits (whether or not the loss of such profits was foreseeable, arose in the normal course of events or We were advised of the possibility of such loss); and
- (f) losses that were not reasonably foreseeable by both parties at the time this Agreement was entered into.

34 Nothing in this Agreement excludes or limits:

- (a) our liability to you for any death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any of your other statutory rights (where you are a Consumer) that cannot be excluded or limited; or
- (d) any other type of liability that cannot be excluded or limited by law.

(p) **General**

35 Any failure or delay by you or us in enforcing (in whole or in part) any provision of this Agreement will not be interpreted as a waiver of your or our rights.

36 If any provision of this Agreement is unlawful or otherwise invalid, such provision will be struck out of this Agreement and the remainder of this Agreement will apply as if the offending part had never been agreed.

- 37 You may not transfer any of your rights or obligations under this Agreement without our prior written consent and We may not transfer any of our rights or obligations under this Agreement without your prior written consent, although We may transfer any of our rights or obligations under this Agreement to another company in our Group without your consent.
- 38 Subject to clauses 29 and 30, this Agreement is the entire agreement between you and us for your use of Royal Mail Online Postage and supersedes all prior agreements; representations; and understandings in relation to your use of Royal Mail's Online Postage, in each case whether these have been made orally or in writing.
- 39 Each party acknowledges that it has not been induced to enter into this Agreement by reason of any representation made by or on behalf of the other party, except where any representation has been made by or on behalf of the other party fraudulently.
- 40 These terms and conditions are governed by and will be construed in accordance with the laws of England and Wales. Each party submits to the exclusive jurisdiction of the Courts of England and Wales.
- 41 The headings in this Agreement are included for convenience only and shall not affect its interpretation.
- 42 Following your initial acceptance of these terms and conditions, a link to them will be provided to you each time you use Royal Mail's Online Postage services. We reserve the right to amend these terms and conditions at any time, and if we do so you will be prompted to accept such amended terms when you next use the service.

Last revised 22 July 2014.



## **APPENDIX 1**

### **CANCELLATION FORM**

This form is for use by Consumers only.

(Please print off, complete and return this form ONLY IF YOU WISH TO CANCEL this Agreement)

To: Amazon (acting on behalf of Royal Mail) at Patriot Court, 1-9 The Grove, Slough SL1 1QP

I hereby give notice that I cancel my contract for the supply of the following service: postal services under order reference [INSERT ORDER REFERENCE NUMBER]

Ordered on [INSERT ORDER DATE]

Name of Consumer:

Address of Consumer:

Signature of Consumer (only if this form is notified on paper):

Date: